

LETTER OF AGREEMENT
HEALTH CARE REFORM READINESS PROJECT 2012

CALIFORNIA FAMILY HEALTH COUNCIL, INC.

AND

County of San Luis Obispo Public Health Department

The California Family Health Council, Inc. (CFHC) with its principal office located at 3600 Wilshire Boulevard, Suite 600, Los Angeles, California 90010 having received funds from the Department of Health and Human Services under Grant Number 6 FPHPA092020 (CFDA No. 93.217) enters into this agreement with County of San Luis Obispo Public Health Department (Agency) with its principal office located at 2191 Johnson Avenue, San Luis Obispo, CA 93401.

1. The period of this agreement is from October 1, 2012 through December 31, 2012.
2. The total amount payable under this agreement shall not exceed **\$30,000** for costs related to the Health Care Reform Readiness Project.

Agency is only entitled to receive reimbursement for its actual, allowable costs and is not entitled to any payments over and above its actual, allowable cost for providing the services herein.

Agency will be compensated under this agreement as set forth in Exhibit A, Budget, which is attached hereto and incorporated herein by reference, and in accordance with the following conditions and instructions:

Agency shall submit an invoice by electronic mail for payment under this agreement to CFHC by January 25, 2013. An Invoice form is attached to this agreement for reference and can be requested by e-mail.

Agency shall submit a progress report by January 25, 2013. Instructions for the format and content of the report will be given before the due date.

Invoice and Progress report are to be submitted to:

Matt Moyer
Director of Family Planning
California Family Health Council, Inc.
3600 Wilshire Boulevard, Suite 600
Los Angeles, CA 90010

CFHC will process payment within thirty (30) days of receipt of the invoice.

Agency shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement for a period of three (3) years from the date of CFHC's submission of the annual financial report covering the funds awarded hereunder, or for such other period as may be specifically required by 45 C.F.R. § 74.53 or 45 C.F.R. § 92.42, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Agency agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. Records for real property and equipment acquired with Title X funds shall be retained for three (3) years after final disposition.

Agency shall make available to CFHC, DHHS, the Comptroller General, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Agency's facility and to Agency's personnel for the purpose of interview and discussion related to such documents. Subrecipient shall, upon request, transfer certain records to the custody of CFHC or DHHS.

3. Inasmuch as Agency has an executed 2012 Title X Family Planning Subrecipient Agreement with CFHC, your organization is familiar with the general terms and conditions required by CFHC and the funding source in its contract. Accordingly, those Terms and Conditions as well as any Special and/or additional conditions approved by CFHC, its Board of Directors, or by the funding source, for the 2012 Title X Family Planning Subrecipient Agreement, are herein incorporated by reference and made binding for the term of this agreement.
4. No addition to, or alteration of, the terms of this agreement whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.
5. CFHC may terminate this agreement for any reason by giving the other party written notice, unless stated otherwise by other sections contained in this contract.

In the event of termination of this agreement, either in whole or in part, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this agreement shall, at the option of CFHC, become its property or be disposed of in accordance with CFHC procedures or instructions; the Agency shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of this agreement. Notwithstanding the above, the Agency shall

not be relieved of liability to CFHC for damages sustained by CFHC by virtue of any breach of this contract by the Agency, and CFHC may withhold any reimbursement to the Agency for the purpose of offset until such time as the exact amount of damages due CFHC from the Agency is agreed upon or otherwise determined.

IN WITNESS WHEREOF, The California Family Health Council, Inc., and County of San Luis Obispo Public Health Department have executed this agreement by and between the parties on the day as signed below.

County of San Luis Obispo Public Health
Department

California Family Health Council, Inc.

By: _____
Typed Name:

By: _____
Brenda Flores, Vice President of Finance &
Administration

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL EFFECT**
Rita L. Neal, County Counsel
By: *[Signature]* 11/14/12
Deputy County Counsel Date